

Application For Right To Provide Real Estate Market Appraisals

Please fax the completed application form to: 1300 665 188

1. PERSONAL DETAILS

Applicant

Department of Fair Trading Licence/
Certificate Number and Expiry Date:

Address

CONTACT DETAILS

Tick your preferred method of contact

Phone

Fax:

Mobile

Email:

2. BILLING DETAILS

Billing Contact

Name

Billing Address

Contact Details

Company Name

ACN

Credit Card Number

Direct Debit Details

Expiry Date

OR

Account Name

Name on Card

BSB Number

Card type - MasterCard, Visa or AMEX only
(AMEX incurs a 3% surcharge)

Account Number

3. OPTIONS

Preferred Postcodes

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Installation Fee

~~\$595~~

\$395

Maximum Monthly Debit

Letterbox Cards Amount

4. Applicant's Declaration

1. I apply for the right to provide real estate market appraisals and acknowledge that Varcity Solutions Pty Ltd (A.C.N 111 995 772) may grant that right in accordance with the Terms and Conditions of Granting of Right to provide Real Estate Market Appraisals ("the terms and conditions").
2. I acknowledge that myhousevalue.com.au may grant me the right to provide real estate market appraisals in accordance with the information in this Application Form. Alterations or variations to this information may incur delays in granting the rights sought. I acknowledge that the mere submission of this Application Form does not in itself bind myhousevalue.com.au in any respect and myhousevalue.com.au may accept or reject my application in its absolute discretion.
3. I acknowledge that my application will be declined if I am not the holder of, or eligible to hold, a real estate agent's licence or certificate of registration as issued by the Office of Fair Trading.
4. I acknowledge that I can withdraw my application at any time prior to myhousevalue.com.au granting me the right to provide real estate market appraisals without incurring any fees or costs. I am liable for all fees and costs incurred if acceptance of my application is communicated to me before I withdraw my application.
5. I acknowledge that in providing my bank account or credit card details I am authorising myhousevalue.com.au to operate a Direct Debit authority in accordance with clause 5.5 of the Terms and Conditions. I agree to provide my bank account or credit card details upon request and from time to time notify myhousevalue.com.au of any change in such details.
6. I acknowledge that I have read or been given the opportunity to read and agree to abide by the terms and conditions as set out herein.
7. I acknowledge that I have read and agree to abide by the terms and conditions as set out in Schedule One - Privacy and Credit Information'
8. I acknowledge that I may terminate the agreement at any time by giving 60 days notice in writing of my intention to terminate.

Signed:

Applicant

Date

Print Name (and office held if Company)

Terms and Conditions of Granting Of Right To Provide Real Estate Market Appraisals

1. DEFINITIONS

- 1.1 'Agreement' means the Application Form together with these Terms and Conditions and as may be varied from time to time.
- 1.2 'Application Form' means Our Application Form signed or submitted by you;
- 1.3 'Commencement Date' means the date stated in the Application Form;
- 1.4 'GST' means:
 - a) the same as in the GST Law;
 - b) any other goods and services tax, or any tax applying to an Agreement in a similar way; and
 - c) any additional tax, penalty tax, fine, interest or other charge under a law of such a tax.
- 1.5 'GST Law' means the same as 'GST law' in A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- 1.6 'myhousevalue.com.au' means Varcity Solutions Pty Ltd (A.C.N 111 995 772) and its successors or assigns;
- 1.7 'Personal Information' means any information particular to the individual agent that identifies the agent or matters associated with the agent;
- 1.8 'market appraisal service' means the provision by you to a customer of a real estate agent informal opinion as to the non indicative estimate of the saleable value of the property based upon comparable market research;
- 1.9 'We,' 'Us' and 'Our' means or refers to myhousevalue.com.au;
- 1.10 'User,' 'You,' 'Your' and 'Yours' means the you, the agent

2. APPLICATIONS FOR THE RIGHT TO PROVIDE REAL ESTATE MARKET APPRAISALS

- 2.1 myhousevalue.com.au operates under license an on-line market appraisal service through the website www.myhousevalue.com.au. The website owner and Licensor is Varcity Pty Limited (A.C.N 107 216 697) ("Varcity"). myhousevalue.com.au discloses that Varcity has no involvement or interest in the website other than as owner. Interested parties submit the details of their property and contact details for an on-line market appraisal of their property. Based on the Postcode submitted, an agent will then complete a market appraisal and forward the same to the interested party. This is a free service with no obligations imposed upon the interested party. The agent is not permitted to charge for this service.
- 2.2 Any agent seeking to apply to Us for the exclusive rights to provide real estate market appraisals for a particular Postcode must complete the Application Form. The agent is not authorised to provide real estate market appraisals for that Postcode unless their application has been accepted by Us.
- 2.3 In making an application to Us, the agent warrants that they are a licensed real estate agent and that they have suitable experience in the provision of real estate market appraisals.
- 2.4 We may request that the agent provide Us with a copy of the agent's current licence details and the agent must comply with this request within seven (7) days of such a request being made upon them.
- 2.5 A failure by the agent to provide a copy of their current licence pursuant to clause 2.4 may result in this Agreement being terminated in accordance with clause 10.
- 2.6 The submission of an application form to Us is deemed to be an unconditional acceptance of these Terms and Conditions.

3. PRIVACY AND CREDIT INFORMATION

- 3.1 We are committed to the National Privacy Principles in the Commonwealth Privacy Act 1988 as well as any other applicable laws and codes affecting your personal and credit information.
- 3.2 The applicable privacy and credit information is contained in Schedule One of this Agreement.

4. EXCLUSIVE RIGHTS

- 4.1 We will grant the agent the exclusive right to provide real estate market appraisals for a particular Postcode(s) for a fixed period of three (3) years provided there is no breach of these Terms and Conditions by the agent. The agent can withdraw during this period by providing us with 60 days notice as stated in 9.2. The provision of this right is dependent upon the payment of the licence fees as set out in clause 5 and strict compliance with these Terms and Conditions.
- 4.2 The exclusive right to provide real estate market appraisals is restricted to a particular geographical location that is determined on the basis of postcodes. The agent will be assigned the postcodes upon acceptance of these Terms and Conditions.
- 4.3 Although every effort will be made to provide the agent with particular postcodes requested, the agent accepts that the provision of postcodes is dependant on availability and accordingly, We do not guarantee that any of the agent's preferred choice of Postcode is or will be available.
- 4.4 We warrant that we will not grant the same rights to any other agent in any manner during the agent's term, provided the agent is not in breach of these Terms and Conditions.
- 4.5 The parties may enter into an agreement for up to five (5) years upon request by the agent, however We provide no guarantee of exclusive rights beyond an initial three (3) year period. All rights provided are non-transferable.
- 4.6 At Our absolute discretion, upon the expiry of the initial term, We shall grant, for a license fee (as agreed between the parties), the non-exclusive right to provide real estate market appraisals for an additional term (as agreed by the parties) on the terms and conditions of this Agreement (the 'additional term').
- 4.7 If the agent is seeking to apply for an additional term then the agent must give Us not less than thirty (30) days notice in writing of that intention prior to the expiration of the current term.

5. LICENCE FEE

- 5.1 In consideration of Us having granted the agent the right to provide real estate market appraisals, the agent shall pay to Us a licence fee of \$219 per postcode.
- 5.2 The licence fee is payable by installments and monthly in advance.
- 5.3 The installment is due on the first day of each month. The agent must make such payment either on the date when the charges are due or within fourteen days after the agent is issued with a tax invoice, whichever is the later.
- 5.4 In consideration of Us having granted the agent the right to provide real estate market appraisals, the agent shall pay a one time only installation fee of \$995.00. We will provide 5000 promotional cards at no cost to the agent. This one time allocation will be provided to the agent within 21 days of executing the agreement.
- 5.5 Payments by the agent are to be made by direct debit from a nominated bank account or credit card facility. The agent must complete a Direct Debit Form as provided by Us for this purpose. The agent must ensure that there are sufficient funds in the nominated bank account or credit card facility on the due date for payment. Any dishonoured payments will incur a \$30.00 administration fee.
- 5.6 The licence fee in connection with this Agreement is inclusive of GST.
- 5.7 We must, within 28 days of request from the agent, issue a tax invoice (or an adjustment note) to the agent for any supply under or in connection with our Agreement.
- 5.8 We will promptly create an adjustment note for (and apply to the Commissioner of Taxation for) a refund, and refund to the agent, any overpayment by the agent for GST but We need not refund to the agent any amount for GST paid to the Commissioner of Taxation unless We have received a refund or credit for that amount.
- 5.9 We reserve the right to review the applicable licence fee on the first and subsequent anniversaries of the commencement date. We will make all reasonable efforts to ensure that agents are advised of the reviewed licence fees. The renewed license fee at each anniversary date of the license is binding on the agent as soon as it is communicated to the agent by Us in writing.
- 5.10 A licence fee instalment becomes overdue if not paid by the date due or within 14 days of the invoice being rendered. Overdue accounts will incur interest at the rate of 12 per cent per annum.
- 5.11 The agent indemnifies Us and will pay all costs and expenses (including legal costs on a solicitor and own client basis) incurred in recovering from you any overdue amount.
- 5.12 Further, We reserve the right to terminate this Agreement in accordance with the relevant provisions herein if a licence fee instalment is overdue and not paid in accordance with these Terms and Conditions.
- 5.13 Should the agent require training, then, We reserve the right to charge the agent for such training at Our current training rates.

6. AGENT OBLIGATIONS

- 6.1 The agent will, at its own cost and expense carry out the real estate market appraisals unless otherwise agreed between the parties.
- 6.2 The agent must use all due care, skill and attention in the completion of the real estate market appraisals.
- 6.3 The agent shall comply with all reasonable directions by Us regarding the provision of real estate market appraisals including but not limited to the following:
 - 6.3.1 The agent will undertake and complete the real estate market appraisal service within 72 hours of receiving notice of the request from an interested party;
 - 6.3.2 The agent must seek Our written approval prior to undertaking any marketing or advertising campaigns relating to the real estate market appraisal service to ensure brand consistency. We will provide artwork for inclusion in marketing or advertising campaigns free of charge;
 - 6.3.3 The agent will only use promotional materials purchased from Us when promoting the real estate market appraisal service. We will provide promotional materials at a reasonable cost. The current cost is 5.5c (inclusive of GST) per flyer. These costs may be varied from time to time in writing by Us; and
 - 6.3.4 The agent will be issued with an initial password for access to the system and will not divulge any such password to any other person other than persons directly employed by the agent. The agent may thereafter vary that password for their own security. We will not be responsible for any claims whatsoever resulting from the failure of the agent to keep his password secret.
- 6.4 The agent warrants that in providing real estate market appraisals that they will act in accordance with any and all legislation, regulations and codes which they are bound to observe and will only use resources and means that they are legally entitled to use.
- 6.5 Further to clause 6.4, the agent will indemnify and keep harmless myhousevalue.com.au and Varcity against any claim for loss or damage caused either by a breach by the agent of any statute, regulation or by-law in connection with the exercise or purported exercise of the rights under this Agreement or arising from any service or representations made or provided by the agent either under this Agreement or otherwise.
- 6.6 The agent may not without Our prior written consent during the continuance of the term assign, transfer or grant any sub-licence of its rights under this Agreement. Such consent may be withheld at Our absolute discretion and without assigning a reason for its refusal.

7. Indemnity

- 7.1 The agent releases and indemnifies both myhousevalue.com.au and Varcity, and each of their respective servants and agents against all actions, claims and demands which may be instituted against myhousevalue.com.au and/or Varcity arising out of a breach of the Agreement by the agent or of any other person for whose acts or omissions the agent is vicariously or otherwise liable.

8. Liability of myhousevalue.com.au and/or Varcity

- 8.1 myhousevalue.com.au and/or Varcity shall be under no liability to the agent in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of goods or services supplied pursuant to our Agreement (including access to the website) or in respect of a failure or omission on Our part to comply with Our obligations under the Agreement.

9. Termination

- 9.1 The Agreement may be terminated immediately by Us by notice in writing in any of the following circumstances:
- 9.1.1 If the licence fee or any part of the licence fee are in arrears and unpaid for a period of fourteen (14) days or more after the due date for payment;
- 9.1.2 If the agent fails to follow all reasonable directions given by Us, including but not limited to those set out in Clause 6 and that failure has not been remedied by the agent within seven (7) days after service of a notice from Us requiring the agent to remedy the failure;
- 9.1.3 If the agent fails to provide Us with satisfactory evidence of the agent's current licence within seven (7) days of being requested to do so;
- 9.1.4 If the agent fails to perform and observe any of its obligations other than those set out specifically at 9.1.1, 9.1.2 and 9.1.3 above, and that failure has not been remedied by the agent within thirty (30) days after service of a notice from Varcity Solutions Pty Ltd requiring the agent to remedy the failure.;
- 9.1.5 If an application is made against the agent in bankruptcy or for its winding up, or if the agent is otherwise insolvent or commits an act of bankruptcy.
- 9.2 The agent may terminate the Agreement without cause by giving Us 60 days notice in writing of its intention to terminate.
- 9.3 Should termination of the Agreement in accordance with this clause occur, We warrant that We will forward all market appraisal requests received from interested parties during the currency of the Agreement to the Agent. Additionally, any reference to properties sold or for sale that have been entered by the Agent into the system will be deleted.

10 Entire Agreement

- 10.1 Our Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the whole agreement between the parties.
- 10.2 This Agreement does not create any partnership between the parties.

11. Notices

- 11.1 All notices which are required to be given under our Agreement shall be in writing and shall be sent to the address of the recipient as provided by the party. Any notice may be delivered by hand or by pre-paid letter or facsimile. Any such notice shall be deemed to have been served when delivered (if delivered by hand) or 48 hours after posting (except by pre-paid letter) or on transmission by the sender (if delivery by facsimile).

12. Assignment

- 12.1 We reserve the right to assign, whether in whole or in part, the benefit of our Agreement or any rights or obligations hereunder, without the prior written consent of the agent.

13. Law

- 13.1 Our Agreement shall be governed by and construed in accordance with the laws for the time being in force in the State of New South Wales, Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts and tribunals of that State.

14. Severability

- 14.1 Should any part of our Agreement be or become invalid, that part shall be severed from our Agreement. Such invalidity shall not affect the validity of the remaining provisions of our Agreement.

15. Dispute Resolution

- 15.1 If a dispute arises out of or relates to this Agreement, or the breach, termination, validity or subject matter thereof, or as to any claim in tort, in equity or pursuant to any domestic or international statute or law, the parties to the Agreement and the dispute may (but are not obligated to) endeavour in good faith to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC) before terminating this Agreement or having recourse to arbitration or litigation.
- 15.2 If the dispute resolution procedure under this clause is agreed in writing to be invoked by the parties, then the dispute resolution procedure prescribed in this clause must be followed and complied with by the parties, and a party claiming that a dispute has arisen must promptly give written notice to the other party to the dispute specifying the nature of the dispute. 15.3 On receipt of the notice specified in clause 15.2, the parties to the dispute must within seven (7) days of receipt of the notice seek to resolve the dispute.
- 15.4 If the dispute is not resolved within seven (7) days or within further period as the parties agree then the dispute is to be referred to ACDC.
- 15.5 The mediation is to be conducted in accordance with ACDC Mediation Guidelines that set out the procedures to be adopted, the process of selection of the mediator and the costs involved and which terms are deemed incorporated.

- 15.6 This clause will not merge on Termination.

16. Variation to Terms and Conditions

- 16.1 The agent acknowledges and agrees that these Terms and Conditions may be varied by Us from time to time. The agent agrees that it shall be bound to comply with these Terms and Conditions as amended from time to time. All amended changes shall be communicated to the agent in writing.

Schedule One - Privacy and Credit Information

Important Notice To Applicant(s) For Credit (Section 18(E)(1) Privacy Act 1988)
Notice of disclosure of your credit information to a credit reporting agency.
(Privacy Act 1988)

Myhousevalue.com.au may give information about you to a credit reporting agency, for the following purposes:

- to obtain a consumer credit report about you, and/or
- to allow the credit reporting agency to create or maintain a credit information file containing information about you.

The information is limited to:

- Identity particulars - your name, sex, address (and the previous two addresses) date of birth, name of employer, and drivers licence number.
- your application for credit or commercial credit - the fact that you have applied for credit and the amount.
- The fact that Myhousevalue.com.au is a current credit provider to you.
- loan repayments which are overdue by more than 60 days, and for which debt collection action has started.
- advice that your loan repayments are no longer overdue in respect of any default that has been listed.
- information that, in the opinion of Myhousevalue.com.au you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your credit obligations).
- dishonoured cheques - cheques drawn by you for \$100 or more which have been dishonoured more than once.
- that credit provided to you by Myhousevalue.com.au has been paid or otherwise discharged.

Period to which this understanding applies

This information may be given before, during or after the provision of credit to you.

Statement By Applicant (s) For Credit

1. **Giving information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988)**
Myhousevalue.com.au has informed me that it may give certain personal information about me to a credit reporting agency.
2. **Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988)**
I/we agree that Myhousevalue.com.au may obtain information about me/us from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing my/our application for consumer credit.
3. **Access to Consumer Credit Information (Section 18K(1)(b), Privacy Act 1988)**
I/we agree that Myhousevalue.com.au may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for commercial credit.
4. **Exchange of Credit Worthiness Information (Section 18N, Privacy Act 1988)**
I/we agree that Myhousevalue.com.au may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - to assess an application by me/us for credit
 - to notify other credit providers of a default by me/us
 - to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
 - to assess my/our credit worthiness.I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.
5. **Agreement to a credit provider being given a consumer credit report by a credit reporting agency to assess a guarantor (Section 18K 1(c) Privacy Act 1988)**
I/we agree the Myhousevalue.com.au may obtain from a credit reporting agency a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor for credit applied for by, or provided to, the borrower(s) named in the agreement. I/we agree that this agreement commences from the date of this agreement and continues until the credit covered by the borrower(s) application ceases.
6. **Agreement to a credit provider disclosing a report including a consumer credit report to potential or existing guarantor (Section 18K (1) Privacy Act 1988)**
I/we agree that Myhousevalue.com.au may give to a person who is currently a guarantor, or whom I/we indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of that prospective guarantor deciding whether to act as a guarantor, or to keep the existing guarantor informed about the guarantee. I/we understand that the information disclosed can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act, and includes a credit report.